

# Exhibit 1

**L&T TECHNOLOGY SERVICES LIMITED**  
2035 Lincoln Highway, Suite #3002  
Edison, NJ – 08817, USA

05/22/2023

**Cribb Philbeck Weaver Group, Inc.**  
3918 N. Highland Avenue, Tampa, FL 33603

**Subject:** Memorandum of Understanding (MOU)  
PepsiCo San Antonio Project  
6100 NE Interstate 410 Loop, San Antonio, TX 78218

Dear Steve,

This Memorandum of Understanding (MOU) is entered into between L&T Technology Services Limited ("LTTS") and Cribb Philbeck Weaver Group Inc ("CPWG") (referred to collectively as "the Parties") on this day of 05/22/2023 for the purpose of establishing the terms and conditions related to the transition and reassignment of responsibilities for the San Antonio project.

**1. LTTS to assume direct GC responsibilities for San Antonio Project**

The Parties agree that CPWG shall be disconnected from the San Antonio project as the General Contractor (GC) for the current existing/remaining scope of work as of 05/22/2023. LTTS shall assume the role of the General Contractor effective 05/22/2023 (the Effective Date).

**2. Release of Sub-contractors to LTTS**

**2.1 CPWG agrees to release its sub-contractors and vendors associated with the San Antonio project to LTTS and provide necessary documentation and instructions to ensure a smooth transition. CPWG providing such releases is subject to the individual subcontractors and vendors to accept such changes. Subcontractors and vendors of CPWG include, but may not be limited to, the following:**

- Mueller & Wilson Inc – Mechanical, Electrical & Plumbing
- Lariat Steel Design – Responsible for metal building
- Burt Process Equipment Inc – Equipment supplier for pH system
- JG Williams Constructions Inc – Civil construction
- Harrington – Fiber glass tanks
- Arrouju Constructions LLC – Civil works and minor equipment supply
- Odessa Pumps- Pump manufacturer

**2.1 CPWG acknowledges and agrees that following the acceptance of the releases by all parties, LTTS will engage directly with the released sub-contractors and vendors, as the case may be**

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and have the full authority to manage and direct their activities related to the San Antonio project.

2.2 CPWG will work with LTTS to get the existing contracts with the subcontractors and/or vendors as the case may be, referenced in section 2.1 reassigned and/or transferred.

**3 Disclosure of Pricing and Scope of Work Agreements**

CPWG agrees to disclose all pricing and scope of work agreements related to the San Antonio project to LTTS, enabling a comprehensive understanding of the project's financial and contractual obligations.

**4 Project financial considerations.**

4.1 CPWG acknowledges that LTTS has made payments to CPWG in general agreement with the terms and conditions of the contract between LTTS and CPWG.

4.2 CPWG acknowledges that as of May 22, 2023 it has invoiced and received payments of \$1,688,662.50 on the base contract between CPWG and LTTS. It is further acknowledged that CPWG has not invoiced nor received payment(s) of the remaining \$562,887.50 on the CPWG and LTTS base contract for this project and it is understood that CPWG will not invoice for the remaining work in the future as LTTS is assuming direct responsibility for the GC role as referenced in Article 1 herein.

4.3 CPWG also acknowledges to have invoiced and received full payments against the change orders for a total value of \$66,677.98. The change orders were related to the following items wherein some of the identified subcontractors as in Article 2.1 would have potentially performed services.

Additional geo technical survey

Compensation against material price rise

Charges towards permit fee applications and approvals

Relocation of Nitrogen line

Upgrade to HMI panel

Rework expenses on construction of Equalization tank pad due to leaks in pipes under owner control

4.4 As of the date of this agreement, CPWG has been invoiced (by their subcontractors) a total of \$1,323,821.94 and such contractors have been paid a total of \$627,554.36.

4.5 The amount of the difference between the amount in dollars referenced in Article 4.4 above is the amount that CPWG has been invoiced by the subcontractors, but has not yet paid, as of the date of this agreement. This unpaid amount to subcontractors/vendors is equal to \$696,267.58.

4.6 It is agreed that LTTS will pay this amount (\$696,267.58) directly to subcontractors and/or vendors on behalf of CPWG. CPWG shall ensure that CPWG and LTTS will receive appropriate

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corresponding paperwork (such as unredacted lien waivers) in respect of such payments from the subcontractors/vendors. The following is a summary of the current billed amount to date, but unpaid by CPWG. The outstanding invoice amount is due to the three individual companies that are not current on this project:

Lariat Steel - \$16,695.43  
Mueller & Wilson – \$579,798.15  
Harrington Fiberglass - \$99,774.00

CPWG confirms that to the best of its knowledge no payments are due to any other subcontractors and/or vendors (as identified in Article 2.1 or otherwise) and would not put on LTTS or its clients any additional liability. Any such balance payments that may appear during detailed discussions would be addition to the sum indicated in Article 4.5 for reimbursement as in Article 4.7.

- 4.7 Parties hereto agree that CPWG shall reimburse to LTTS the amount of \$696,267.58 indicated in Article 4.4 in conjunction with Article 4.6 in four (4) installments within six (6) to ten (10) months starting from June 1<sup>st</sup>, 2023.
- 4.8 LTTS agrees to finish this project, assume the role of GC on this project going forward, pay future invoices for work, and assume overall GC roles and responsibilities, while CPWG will be relieved of same as a result of this MOU.
- 4.9 It is noted that CPWG has submitted several potential change orders (PCOs) to LTTS for consideration as of the date of this MOU. These pending change requests, for which change orders nor purchase orders have been provided to CPWG at this date, are not to be the responsibility of CPWG for either performance or payment.

## 5 Confidentiality

Both Parties agree to maintain strict confidentiality regarding the terms and conditions of this MOU and any confidential information exchanged during the transition process.

## 6 Governing Law

This MOU shall be governed by and construed in accordance with the laws of New Jersey (NJ). Any disputes arising from or related to this MOU shall be subject to the exclusive jurisdiction of the courts in NJ.

## 7 Entire Agreement

This MOU constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions, negotiations, and agreements, whether written or oral and is limited to this specific project.

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Please signify your agreement with the terms and conditions outlined in this MOU by signing below. This MOU shall become effective upon the signatures of both parties.

L&T Technology Services Limited  
PRASANNA  
DADASAHEB  
SHUKLA  
  
Authorized Signatory,  
L&T Technology Services Limited

Digitally signed by PRASANNA  
DADASAHEB SHUKLA  
Date: 2023.06.02 16:26:38  
+05'30'

Date:

Cribb Philbeck Weaver Group, Inc  
  
Authorized Signatory  
Cribb Philbeck Weaver Group, Inc

Date: May 24, 2023

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